

1987-88

Easthampton Township Board of Education

and

Easthampton Township Education Association

P R E A M B L E

This AGREEMENT entered into this 14th day of September 1987.
by and between the Board of Education of Eastampton,
Eastampton Township, New Jersey, hereinafter called the
"BOARD" and Eastampton Township Education Association,
hereinafter called the "ASSOCIATION".

This Agreement shall extend between the two parties
through the School Years of 1987-88 - 1988-89 - 1989-90.

September 1, 1987 June 30, 1990

Article 1.

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, employed or to be employed by the Board, including:

Classroom Teachers
Nurses
Librarians
Library Clerk
Custodians

But excluding; Superintendents
Principals
Other Supervisory Positions
Administrative Personnel
Cafeteria Employees
Bus Drivers

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all certificated and non-certificated employees represented by the Association in the negotiating unit as above defined.

Article 11.

NEGOTIATION PROCEDURE

- A. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

- B. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

In the event a grievance shall not have been settled under the procedure above, and only if such grievance involves a claim or infringement upon the provision of this Agreement, the aggrieved may proceed directly to arbitration, which shall be advisory subject to the limitation of statute. However, no matter shall be considered a grievance subject to arbitration if it pertains to:

- a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.
- b. A complaint of a non-tenure teacher which arises by reason of his/her not being re-employed.
- c. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

Arbitration shall be initiated by certified letter from the grievant bearing the written approval to proceed, of the President of the Association, addressed to the Superintendent of Schools. Such letter shall be mailed within 20 school days of receipt of the written decision of the Board.

The grievant, or the person designated by the grievant to represent him/her in the grievance and the Superintendent, or the person designated by the Board to represent it in the grievance shall promptly attempt to agree upon and engage an arbitrator, but if either party determines that no purpose will be served by the attempting or continuing to attempt to so agree, either may submit the choice of arbitrator to the American Arbitration Association.

The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The recommendation of the arbitrator shall be advisory. Fees and expenses of the arbitration shall be borne equally by both parties.

General Provisions -- Any grievance not processed in accordance with the time limits specified herein shall be deemed relinquished by the grievant.

Administration failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed promptly to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the superintendent or his/her designee and the grievant.

- C. Whenever the Board requires a teacher to appear before it concerning any matter directly relating to the continuation of that teacher in his/her office position of employment or the salary or any increments pertaining thereto, then he/she shall be entitled to have a representative of the Association present to advise him/her during such meeting or interview.
- D. Copies of all materials placed in employees file (except as noted above) shall be given to the employee.
- E. No grade or evaluation shall be changed without knowledge of the teacher.

Article V.

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information which is in the public Domain.
- B. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conference or meetings, called at the Board request, he/she shall suffer no loss in pay.
- C. The Association shall have the privilege to use the following school owned equipment: typewriters, mimeographing machines, calculating machines and other types of equipment at the discretion of the Administrator. The Association shall pay for the reasonable cost of all materials used.
- D. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board at the price paid by the Board.
- E. The Association shall have, in each building, the exclusive use of a bulletin board in each faculty lounge. Copies of all materials to be posted on bulletin boards shall be given to the Administrator but no approval shall be required.
- F. The Association shall have the privilege to use the inter-school mail facilities and school mailboxes as it deems necessary and without the approval of the building Principal or other members of the Association.
- G. The Board will pay for the installation and the base monthly charge of a private line for the use of employees in the teacher's lounge in both the Elementary and Middle Schools. The Association will pay for all other charges.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other teacher organizations.

- D. In-service days, when needed, will be scheduled upon the recommendation of the Administrator and approved by the Board of Education. These days, which require the entire staff, shall be scheduled during the normal in-school workday.
- E. In the assignment of preparation time for professional employees the Administration shall make every available effort to insure such assignments are made as equitable as possible.
- F. All classroom teachers, as well as Art, Music and Physical Education specialists shall begin instruction on the first pupil day and conclude instruction on the final pupil day each school year.

Article VIII.

CLASS SIZE

The Board and the Administration are aware of the problems that arise with over crowding. Every effort has and will be made to eliminate such situations.

Article IX.

NON-TEACHING DUTIES

- A. Lunch duty and playground duty shall be considered part of the normal workload of teachers. All professional employees in the bargaining unit shall perform these duties without additional compensation. The Administration shall maintain a duty roster and make assignments of teachers as equitable as possible.
- B. The Board will hire four Teacher Aides to provide supportive assistance to the professional staff at the Elementary and Middle Schools in the cafeteria and on the playgrounds, subject to the following condition: The Board of Education's ability to hire aids for this short period of time.
- C. The Board shall compensate three teachers for three dances, to be held during the school year, at the rate of \$15.00 per chaperone. The selection of the teachers to be compensated and the responsibility for which they will be held accountable shall be made by the Administrator.
- D. Teachers shall not be required to transport students.

Article X.

TEACHER EMPLOYMENT

- A. By April 1st, all teachers shall sign and file with the Administrator a written letter of intent of employment for the succeeding school year. The Board will consider the failure to file a letter of intent as constituting the teacher's resignation.
- B. On or before April 30th of each year, teachers shall be notified of their contract and salary status for the ensuing year.

- B. In the event of an involuntary transfer or re-assignment, the teacher shall have the opportunity to meet and discuss the matter with his/her Principal or Superintendent. The teacher may, at his/her option, have an Association representative present at such meetings.

Article XV.

PROMOTIONS

- A. All vacancies in promotional and transfer positions shall be adequately publicized by the Administration after the vacancy has been reviewed with the Board and a job description of the position formulated. The Board of Education will supply the Association President with all possible information concerning vacancies in promotional positions as soon as possible.
- B. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Administrator within the time limit specified in the notice.
- C. Teachers who desire to apply for anticipated promotional vacancies which may occur during the vacation period shall submit their names to the Administrator for the position/positions for which they desire to apply and an address where they can be contacted during the summer.
- D. Where all qualifications are equal, seniority right shall be honored in selection of a candidate.

Article XVI.

TEACHER EVALUATION

Evaluation procedure shall be implemented in accordance with Board Policy established in consultation with tenure teaching staff members, and shall be subject to annual review by a subcommittee composed of Administrative and Faculty representatives. The purpose of the review is to consider and recommend any changes deemed necessary.

Article XVII.

SICK LEAVE

- A. As of September 1, 1975, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Repetitive absence can result in a request for a physician's confirmation of illness. The Administration may request a written excuse on a day preceding or following a school holiday.

In the event of the death of a teacher or student in the School District, the Administrator shall grant to an appropriate number of teachers sufficient time off to attend the funeral. The time and number shall be at the administrator's discretion.

6. In the event a teacher is married during the School Year, three (3) days personal leave will be granted.

The above item will be eliminated at the start of the 1988-89 School Year.

- B. Leaves taken pursuant to section A above shall be in addition to any sick leave which the teacher is entitled.

Article XI

EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay shall be granted upon written request to any teacher who is inducted in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.
- B. Extended leaves of absence without pay may be granted to teachers with tenure, at the discretion of the Board. Upon his/her return, a teacher shall be entitled to all unused accumulated sick leave. No sick leave shall be earned during leave of absence.
- C. The Board and the Association agree to abide by the current law regarding maternity leave.

Article XX

PERSONAL AND ACADEMIC FREEDOM

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, State or Federal law.

Article XXI

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Board agrees to provide a filing cabinet for each teacher's use in the classroom.
- B. A formal Educational Curriculum Improvement Committee will be implemented. The Committee shall consist of the following:

Curriculum Coordinator selected by the Board of Education.
One Rep. Grades K-2 selected by the Association.
One Rep. Grades 3-5 selected by the Association.
One Rep. Grades 6-8 selected by the Association.

SCHEDULE "B".

1. Student Activities Coordinator:
Job description to be determined with
Association input. \$500.00
 - a) Coordinate three (3) school dances
 - b) Coordinate the 8th grade trip
 - c) Coordinate the 8th grade dinner dance
 - d) Coordinate the 8th grade graduation
2. Cheerleading \$175.00
3. School Newspaper \$200.00
4. Detention \$ 8.00 per hour

Article XXIII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force or effect.
- B. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignments, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or participation as a representative of the Association.

EASTAMPTON TOWNSHIP SALARY SCHEDULES

SALARY GUIDE FOR 1987-1988

| STEP | BA SCALE | BA+30 SCALE | MA SCALE | MA+30 SCALE |
|------|----------|-------------|----------|-------------|
| 1 | 19,600 | 20,100 | 20,600 | 21,200 |
| 2 | 20,165 | 20,710 | 21,255 | 21,855 |
| 3 | 20,939 | 21,484 | 22,029 | 22,629 |
| 4 | 21,320 | 21,864 | 22,159 | 22,759 |
| 5 | 22,185 | 22,730 | 23,025 | 23,625 |
| 6 | 23,051 | 23,596 | 23,891 | 24,491 |
| 7 | 24,495 | 25,039 | 25,334 | 25,934 |
| 8 | 25,937 | 26,482 | 26,777 | 27,377 |
| 9 | 27,380 | 27,925 | 28,220 | 28,820 |
| 10 | 28,823 | 29,368 | 29,663 | 30,263 |
| 11 | 30,265 | 30,810 | 31,379 | 31,979 |
| 12 | 31,708 | 32,253 | 32,825 | 33,425 |

SALARY GUIDE FOR 1988-1989

| STEP | BA SCALE | BA+30 SCALE | MA SCALE | MA+30 SCALE |
|------|----------|-------------|----------|-------------|
| 1 | 20,600 | 21,000 | 21,700 | 22,200 |
| 2 | 21,168 | 21,708 | 22,248 | 22,788 |
| 3 | 21,778 | 22,318 | 22,858 | 23,398 |
| 4 | 22,614 | 23,154 | 23,694 | 24,234 |
| 5 | 23,282 | 23,813 | 24,350 | 24,645 |
| 6 | 24,209 | 24,749 | 25,289 | 25,580 |
| 7 | 25,144 | 25,684 | 26,224 | 26,515 |
| 8 | 26,700 | 27,242 | 27,782 | 28,074 |
| 9 | 28,260 | 28,801 | 29,341 | 29,632 |
| 10 | 29,820 | 30,360 | 30,900 | 31,190 |
| 11 | 31,378 | 31,918 | 32,458 | 32,749 |
| 12 | 32,936 | 33,476 | 34,016 | 34,306 |

SALARY GUIDE FOR 1989-1990

| STEP | BA SCALE | BA+30 SCALE | MA SCALE | MA+30 SCALE |
|------|----------|-------------|----------|-------------|
| 1 | 21,800 | 22,250 | 23,000 | 23,650 |
| 2 | 22,145 | 22,683 | 23,328 | 23,978 |
| 3 | 22,756 | 23,293 | 23,917 | 24,567 |
| 4 | 23,412 | 23,949 | 24,572 | 25,222 |
| 5 | 24,810 | 24,891 | 25,471 | 26,121 |
| 6 | 25,733 | 26,165 | 26,703 | 27,353 |
| 7 | 26,625 | 27,162 | 27,699 | 28,349 |
| 8 | 27,630 | 28,167 | 28,705 | 29,355 |
| 9 | 29,305 | 29,843 | 30,380 | 31,030 |
| 10 | 30,981 | 31,518 | 32,056 | 32,706 |
| 11 | 32,656 | 33,193 | 33,731 | 34,381 |
| 12 | 34,331 | 34,869 | 35,406 | 36,056 |

CUSTODIAL SALARY GUIDE

| STEP | 1987-88 | 1988-89 | 1989-90 |
|------|---------|---------|---------|
| 1 | 13,600 | 14,375 | 15,130 |
| 2 | 13,896 | 14,688 | 15,453 |
| 3 | 14,215 | 15,008 | 15,790 |
| 4 | 14,558 | 15,352 | 16,133 |
| 5 | 14,981 | 15,723 | 16,504 |
| 6 | 15,402 | 16,179 | 16,902 |
| 7 | 15,824 | 16,634 | 17,393 |
| 8 | 16,244 | 17,090 | 17,882 |
| 9 | 16,668 | 17,544 | 18,372 |
| 10 | 17,089 | 18,001 | 18,859 |
| 11 | 17,511 | 18,456 | 19,352 |
| 12 | 17,933 | 18,912 | 19,840 |
| 13 | 18,355 | 19,368 | 20,330 |
| 14 | 18,777 | 19,823 | 20,820 |
| 15 | 19,200 | 20,279 | 21,310 |
| 16 | 19,624 | 20,736 | 21,800 |
| 17 | 20,044 | 21,194 | 22,291 |
| 18 | 20,466 | 21,648 | 22,783 |
| 19 | 20,887 | 22,103 | 23,271 |
| 20 | 21,312 | 22,558 | 23,761 |

BLACK SEAL

The Board of Education will pay \$350.00 for the 1987-88 and 1988-89 and 1989-90 school years for Black Seal, and the individual shall pay for his own license.

Listed Holidays continued:

- c) N.J.E.A. Convention (Friday).
- d) Thanksgiving Day.
- e) Christmas Day.
- f) New Year's Day.
- g) Mid-Winter Recess (in lieu of Lincoln's and Washington's Birthdays).
- h) Good Friday.
- i) Memorial Day.
- j) Columbus Day *
- k. Veteran's Day *

* The Administrator may require custodial personnel to perform cleaning and maintenance duties that could not have been accomplished during normal working hours. If schools are not in regular session, custodians who are required to perform duties on these days shall be compensated at Time and One-Half of their regular hourly rate.